The Easta Journal Law and Human Rights
Vol. 5, No. 01, October 2026, pp. 62 – 72
ISSN: 2985-7112, DOI: 10.58812/eslhr.v5i01

Legal Protection for Landowners in Agricultural Land Mortgages

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Article Info

Article history:

Received May, 2026
Revised May, 2026
Accepted June, 2026

Keywords:

Agrarian Justice;
Agrarian Law;
Agricultural Land;
Customary Law;
Land Pawn;
Legal Protection

ABSTRACT

This study aims to analyze the legal protection framework for landowners in agricultural land pawn practices and formulate an ideal legal protection concept to achieve agrarian certainty and justice. The study employs a normative legal method using a statutory approach and a conceptual approach through a literature review of various primary, secondary, and tertiary legal sources. The results of the study indicate that legal protection for landowners in agricultural land pawn practices has not been optimally implemented due to low public legal awareness, the dominance of informal customary law practices, weak land administration, and a lack of government oversight. Land pawn practices conducted without written agreements often lead to legal uncertainty and prolonged land control by the pawn recipients. This study proposes an integrative legal protection framework through the harmonization of national law and customary law, the strengthening of land administration, the registration of land pawn transactions, and the enhancement of access to legal assistance and education for agrarian communities to achieve fair and balanced legal relationships.

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1. INTRODUCTION

Land holds a very important position in the lives of the Indonesian people, particularly for agrarian communities whose livelihoods depend on the agricultural sector. From an agrarian law perspective, land is not merely viewed as an economic asset but also possesses inherent social, cultural, and even religious values within community life. The high economic needs of rural communities often drive agricultural landowners to engage in land pawn practices as a form of legal arrangement to obtain funds quickly. The practice of agricultural land pawnbroking has developed over generations and is still widely carried out based on customary law that remains alive within the community. However, the development of this practice frequently raises legal issues, particularly regarding the protection of the rights of landowners who are in a vulnerable position within such legal relationships [1].

Normatively, provisions regarding agricultural land pawnbroking have been regulated in various laws and regulations, including Law No. 5 of 1960 on Basic Agrarian Principles and Law No. 56 Prp of 1960 on the Determination of Agricultural

Land Area. These regulations are fundamentally intended to prevent land acquisition practices that harm landowners, particularly small farmers. However, in practice, various forms of irregularities are still found, such as the prolonged retention of mortgaged land, the absence of clear limits on the value of repayment, and the loss of landowners' rights to reclaim their land. These conditions indicate that the implementation of legal protections for landowners in agricultural land mortgage practices has not yet been optimal [2].

Legal issues in agricultural land pawnbroking become increasingly complex when legal relationships are based solely on verbal agreements without adequate written documentation. This situation weakens the landowner's position in proving their case should a dispute arise in the future. On the other hand, rural communities tend to maintain customary legal practices because they are considered simpler, faster, and more in line with local customs compared to formal legal mechanisms. Consequently, the dualism between national law and customary law in agricultural land pawn practices often creates legal uncertainty and has the potential to result in injustice for landowners [3].

Various previous studies have examined agricultural land pawn practices from the perspectives of customary law, agrarian law, and land rights protection. Previous research generally focused on the existence of land pawns in indigenous communities, the resolution of land pawn disputes, and the implementation of the provisions of the Basic Agrarian Law regarding agricultural land pawn practices. However, studies specifically addressing the legal framework for protecting landowners in agricultural land mortgage relationships remain relatively limited. Yet, the current social and economic dynamics of society demand the formulation of legal protections that are more adaptable to evolving land mortgage practices within the community.

In the context of a rule-of-law state, legal protection for landowners is part of the effort to ensure legal certainty and social justice as mandated by the constitution. Legal protection is not merely understood as the existence of written norms but also encompasses the effectiveness of legal enforcement in safeguarding the rights of the community. Therefore, a legal framework is needed that can integrate the principles of justice, legal certainty, and public benefit into agricultural land mortgage practices. Such a framework is essential to ensure that the legal relationship between the mortgagor and the mortgagee proceeds equitably without leading to the exploitation of landowners in economically vulnerable conditions [4].

This study posits that the weak legal protection for landowners in agricultural land pawnbroking is influenced by several factors, including low public legal awareness, weak government oversight, and the lack of optimal harmonization between customary law and national law. Furthermore, the absence of effective oversight and record-keeping mechanisms for agricultural land mortgage practices leads to these legal relationships tending to operate informally and being difficult for the state to control. This situation ultimately creates opportunities for the abuse of rights and disproportionate control over land by the mortgagee [5].

Based on this background, this study focuses on the research questions regarding how legal protections for landowners are constructed in the practice of agricultural land pawnbroking, as well as what the ideal legal framework should be to provide certainty and justice for landowners. This study aims to analyze the forms of legal protection currently in effect in agricultural land pawn practices, while formulating a concept of legal protection that is more responsive to the evolving needs of agrarian communities. The research approach is conducted through normative analysis by examining statutory provisions, principles of agrarian law, and land pawn practices that have developed within the community.

The novelty of this research lies in the effort to reconstruct the concept of legal protection for landowners in agricultural

land mortgages through an integrative approach between national law and customary law. This study not only positions landowners as subjects who must be formally protected but also emphasizes the importance of establishing legal mechanisms that are socially just and grounded in the protection of the economic rights of small-scale communities. Thus, this study is expected to provide theoretical contributions to the development of agrarian law and serve as practical recommendations for the formulation of legal policies regarding agricultural land mortgages in Indonesia.

2. LITERATURE REVIEW

2.1 Legal Protection of Land Rights

Legal protection is a fundamental concept in a rule-of-law state aimed at providing guarantees against arbitrary actions. Legal protection is an effort to safeguard human dignity and the recognition of human rights held by legal subjects in accordance with applicable legal provisions [6]. In the context of agrarian law, legal protection serves as a crucial instrument to ensure the certainty of land rights, particularly for communities facing economic and social limitations.

Land rights within the Indonesian legal system derive their constitutional legitimacy from Article 33, Paragraph (3) of the 1945 Constitution of the Republic of Indonesia, which states that the earth, water, and natural resources contained therein are controlled by the state and utilized to the greatest extent possible for the prosperity of the people. This provision was subsequently implemented through Law No. 5 of 1960 on the Basic Provisions of Agrarian *Law* (*Basic Agrarian Law*/*UUPA*). The UUPA is oriented toward creating social justice in land control and utilization, including the protection of small farmers from harmful land-grabbing practices [7].

In practice, legal protection for landowners often faces various obstacles, particularly in traditional legal relationships such as agricultural land pledges. Landowners generally find themselves in a weak economic position, making them vulnerable to injustice in pledge relationships [8]. Therefore, legal protection should not be interpreted merely as the existence of written rules but must also encompass the effectiveness of law enforcement and the state's commitment to supporting marginalized communities. Consequently, the concept of legal protection in agrarian law must be directed toward achieving a balance of rights and obligations among the parties involved in land-related legal relationships.

2.2 The Concept of Agricultural Land Pawnbroking from the Perspectives of Agrarian Law and Customary Law

Agricultural land pawnbroking is one form of customary legal relationship that has developed within Indonesia's agrarian society. Generally, land pawnbroking is defined as the transfer of land control by the landowner to another party in exchange for a specific sum of money, whereby the land may be returned to the owner after redemption. Land pledging arises from the economic needs of communities requiring quick funds by using land as collateral for temporary control [9].

In customary law, land pawn has distinctive characteristics because it is not merely viewed as a creditor-debtor relationship but also encompasses social and familial dimensions. However, the practice of land pawn often raises issues because it persists over a long period without certainty regarding the restoration of rights to the landowner. Under customary law practices, the pledgee has the right to enjoy the land's produce until the debt is redeemed, so under certain conditions the landowner's position becomes very vulnerable [10].

To address these various issues, the government regulates agricultural land pawnbroking through Law No. 56 Prp of 1960 on the Determination of

Agricultural Land Area. This regulation essentially limits land pawnbroking practices to prevent them from being exploitative toward small farmers. One of its provisions stipulates that land held as collateral for seven years must be returned to the owner without a redemption fee. This provision constitutes a form of state intervention aimed at fostering agrarian justice and preventing prolonged land control by the mortgagee [11].

2.3 Legal Protection Mechanisms for Landowners in Agricultural Land Pawnbroking

The legal protection framework in agricultural land mortgages is fundamentally tied to efforts to establish a legal system capable of providing certainty, justice, and benefit to landowners. In progressive legal theory, law is not merely understood as a set of normative rules but must also dynamically address the social needs of society. Law must be positioned to serve humanity and create substantive justice in society [12].

Regarding agricultural land mortgages, a legal protection framework is necessary because landowners are often in a vulnerable economic position, making them susceptible to legal imbalances. In many cases, pawn agreements are conducted without written contracts and are based solely on trust or customary practices. This situation leads to a lack of legal certainty in the event of a dispute. Legal certainty regarding land rights can only be achieved through clear regulations, sound land administration, and protection for economically vulnerable communities [13].

An ideal legal protection framework for agricultural land pawnbroking must integrate national law with the values of customary law that remain alive in the community. This approach is essential to ensure that the law is not merely formalistic but also responsive to the social realities of agrarian communities. Additionally, the roles of village governments and land agencies must be strengthened to oversee land mortgage practices to prevent harm to landowners [14]. Thus, legal protection for landowners is not merely repressive in resolving disputes but also preventive through the establishment of fair and sustainable legal mechanisms.

3. METHODS

This study employs a normative legal research design using *a statutory approach* and a *conceptual approach*. Normative legal research was chosen because this study focuses on analyzing legal norms governing the legal protection of landowners in agricultural land pawn practices. The subject of the study includes legal provisions related to agricultural land pawnbroking, while the object of the study is the construction of legal protection for landowners based on agrarian law and customary law in Indonesia. The research was conducted in 2026 using a *library*-based *research* method, through a review of various legal sources and scientific literature relevant to the research theme.

The research instruments used consist of primary legal sources, secondary legal sources, and tertiary legal sources. Primary legal materials consist of the 1945 Constitution of the Republic of Indonesia, Law No. 5 of 1960 concerning Basic Agrarian Principles, and Law No. 56 Prp of 1960 concerning the Determination of Agricultural Land Area. Secondary legal materials include agrarian law books, scientific journals, previous research results, and expert doctrines related to legal protection and agricultural land pledges. Tertiary legal materials were obtained from legal dictionaries, encyclopedias, and relevant online sources. The sampling technique used in this study is *purposive sampling*, which involves selecting legal sources and literature deemed to have a direct relevance to the research focus.

Data collection was conducted through a literature review by cataloging, identifying, and examining various laws and regulations as well as scientific literature

related to the research subject. The data obtained were then analyzed qualitatively using a descriptive-analytical method, which involves explaining and elaborating on legal provisions regarding agricultural land mortgages and analyzing the forms of legal protection for landowners. Subsequently, the results of the analysis were used to formulate an ideal legal protection framework for agricultural land pledges in practice to ensure legal certainty, justice, and benefits for the agrarian community.

4. RESULTS AND DISCUSSION

The practice of agricultural land pawnbroking is still widely found in the lives of agrarian communities in Indonesia. This legal relationship arises from the community's urgent economic needs, leading landowners to use agricultural land as collateral to obtain a sum of money. In practice, land pawnbroking is conducted simply and prioritizes a relationship of trust between the parties. This situation indicates that customary law still exerts a strong influence on the land relations system within rural communities. However, these traditionally operated mechanisms often give rise to legal issues that disadvantage landowners [15]. Therefore, legal protection for landowners is a critical issue in agricultural land pawn practices.

Most agricultural land pawn practices are conducted without a written agreement. The legal relationship is based solely on an oral agreement known to the family or local community leaders. This situation results in a lack of evidence in the event of a dispute between the pawnor and the pawnholder. In some cases, the pledgee retains control of the agricultural land for an extended period without clarity regarding the return of rights to the landowner. This condition highlights an imbalance in the legal positions of the parties involved in agricultural land pledges. Consequently, landowners often lose access to the land that serves as their primary source of livelihood [16].

Normatively, agricultural land mortgages are regulated under Law No. 56 Prp of 1960 on the Determination of Agricultural Land Area. This regulation stipulates that control over mortgaged land for seven years or more must be returned to the landowner without the obligation to pay a redemption fee. This provision demonstrates the state's support for marginalized communities, particularly farmers in economically vulnerable conditions. However, research findings indicate that the implementation of this provision has not been effective in practice. Many people remain unaware of the existence of this regulation, leading to the continued practice of land pledging based on customary traditions. Low legal awareness among the public is a primary factor contributing to the weak legal protection afforded to landowners [17].

From the perspective of customary law, agricultural land pawnbroking is viewed as a legal relationship imbued with social and familial values. The pawnbroker is granted the right to manage and enjoy the land's produce until the debt is redeemed by the landowner. This relationship was originally intended to assist communities facing economic hardship without forcing them to permanently lose their land ownership rights. However, the evolution of land pawn practices indicates a shift in orientation from values of mutual aid toward exploitative economic relationships. Consequently, the pawn recipient tends to maintain control of the land for as long as possible to secure greater economic gains. This situation contradicts the principle of social justice in national agrarian law [18].

Weak legal protection for landowners is also influenced by suboptimal land administration. Many agricultural lands lack strong proof of ownership, such as land title certificates. This situation makes it difficult for landowners to prove their rights when land pawn disputes arise. Additionally, the lack of village officials' involvement in recording land pawn transactions leads to legal relationships proceeding informally and being poorly documented. This situation creates opportunities for the abuse of rights by the

mortgagee [19]. Therefore, strengthening land administration is a crucial component of efforts to protect landowners' legal rights.

Economic factors have a significant influence on the occurrence of agricultural land mortgages. Most landowners resort to mortgaging their land due to urgent needs such as education expenses, healthcare costs, or other consumption-related needs. Limited access to formal financial institutions leads people to choose land mortgages as the fastest alternative to obtain funds. Under such conditions, landowners' bargaining power becomes extremely weak due to economic pressure. Consequently, the terms of the mortgage are largely dictated by the mortgagee, who holds the financial leverage. This situation indicates that the issue of agricultural land mortgages is not merely a legal matter but is also tied to broader social welfare concerns [20].

In practice, disputes over agricultural land mortgages are often resolved through customary mechanisms or village deliberations. Non-litigious resolution is considered simpler and better at preserving social relations among the community. However, these resolution mechanisms do not always provide fair protection for landowners. In some cases, settlement decisions are more influenced by the social and economic status of the parties involved than by principles of legal justice. Consequently, landowners remain at a disadvantage in agricultural land mortgage relationships [21]. Therefore, there is a need to strengthen dispute resolution mechanisms capable of providing objective and equitable legal protection.

The dualism between customary law and national law is one of the causes of legal uncertainty in agricultural land mortgages. On one hand, communities still uphold customary legal practices as they are considered more aligned with local culture. On the other hand, the state has established various regulations to formally govern land-related legal relationships. The lack of harmony between these two legal systems results in the ineffective implementation of legal protections. The community tends to be more compliant with customary norms than with state legal provisions. This situation highlights the importance of harmonizing national law and customary law in the regulation of agricultural land mortgages [22].

Legal protection for landowners can be distinguished into preventive protection and repressive protection. Preventive protection is carried out through the establishment of clear legal rules regarding the conditions, duration, and mechanisms of agricultural land mortgages. Additionally, preventive protection can also be implemented through the registration of land mortgage transactions by village governments or land officials. Repressive protection, on the other hand, is carried out through dispute resolution mechanisms in the event of violations of landowners' rights. Both forms of protection must operate in balance to provide legal certainty for the community [23]. Thus, legal protection is not merely formal but also effective in its implementation.

The existence of the Basic Agrarian Law plays a crucial role in fostering agrarian justice in Indonesia. The Basic Agrarian Law positions land as a resource that must be utilized to the fullest extent for the people's prosperity. This principle aligns with the objective of legal protection for landowners in agricultural land mortgage practices. However, the implementation of agrarian justice values still faces various obstacles in community life. Economic inequality and the public's limited access to legal information have resulted in legal protection not being fully realized [24]. Therefore, concrete steps are needed to strengthen the implementation of the UUPA's principles in land practices.

The low level of education among the public affects their understanding of legal rights regarding agricultural land mortgages. Many people are unaware of the time limits on the possession of mortgaged land as stipulated in legislation. This lack of knowledge leads landowners to accept land possession practices that have continued for decades without legal objection. Under such conditions, the mortgagee gains economic

benefits far greater than the value of the debt provided. This situation highlights the existence of injustice in the legal relationship of agricultural land mortgages [25]. Therefore, legal education for the public is a crucial step in strengthening legal protection for landowners.

From the perspective of legal protection theory, the state has an obligation to provide guarantees of certainty and justice regarding the public's rights to land. Legal protection is not sufficient if realized solely through the establishment of regulations; it must also be accompanied by oversight of their implementation in society. Research findings indicate that government oversight of agricultural land mortgage practices remains very limited. Village government officials generally are only aware of the existence of pawn transactions without conducting formal administrative record-keeping. Consequently, the state faces difficulties in controlling the practice of pawned land ownership taking place in the community. This situation highlights the need to strengthen the government's oversight functions in the land sector.

The practice of agricultural land pawnbroking is closely linked to the social structure of rural communities. In certain communities, land pawnbroking is not merely viewed as an economic relationship but is also tied to honor and social solidarity. Therefore, landowners are often reluctant to bring land pawn disputes to formal legal channels for fear of damaging family ties. However, a purely social approach is not always capable of providing fair protection for the weaker party. In some cases, landowners actually face social pressure to accept conditions that are detrimental to them. This situation highlights the need for a legal approach that remains mindful of the community's social values without neglecting the principle of justice.

The absence of standardized criteria for determining the value of land mortgages often leads to disparities. The monetary value received by landowners is generally far smaller than the economic benefits the mortgagee derives from managing the land over the years. In certain cases, the land's production output has even exceeded the amount of money lent to the landowner. Nevertheless, the mortgagee retains control of the land on the grounds that redemption has not yet occurred. This situation indicates practices that contradict the principles of justice and the purpose of the law. Therefore, clearer regulations are needed regarding the mechanisms for appraising and returning mortgaged land.

The existence of land certificates has a significant impact on the legal protection of landowners. Landowners who hold certificates tend to find it easier to defend their rights in the event of a land mortgage dispute. The certificate serves as strong legal evidence to prove ownership of the land. Conversely, communities without certificates are in a more vulnerable position regarding potential rights abuses by third parties. This underscores the importance of accelerating land registration programs to enhance legal certainty for the public. With administrative certainty in land management, legal protection for landowners can be more effectively realized.

From an institutional perspective, village governments play a strategic role in overseeing agricultural land mortgage practices. Village governments are the entities closest to the community and are familiar with residents' socioeconomic conditions. Therefore, the involvement of village governments in recording and monitoring land mortgage transactions can help prevent future disputes. However, in practice, there is currently no administrative mechanism requiring the registration of land pledges at the village level. Consequently, many pledge transactions take place in secret without adequate oversight. This situation highlights the need for a reformulation of village-based land administration policies.

Legal protection for landowners must be supported by public access to legal aid. Many rural residents do not understand legal procedures and lack the financial means to resolve disputes through the courts. This situation leads landowners to accept the status quo even when their rights are

infringed upon. From a social justice perspective, the state has a responsibility to provide access to legal aid for the underprivileged. Legal aid can serve as a crucial tool in strengthening landowners' legal standing in agricultural land mortgage disputes. Thus, legal protection is not merely normative but also substantive.

Changes in the community's economic conditions have also influenced shifts in agricultural land mortgage patterns. In the past, land mortgages were primarily used for productive needs, such as agricultural capital. However, today land mortgages are also used to meet consumptive needs due to increasing economic pressures on the community. These changes have made the practice of land pawn increasingly prone to causing social and legal problems. Landowners facing economic difficulties are often unable to redeem their land for a long time. This situation has the potential to exacerbate land ownership disparities in rural communities.

From a progressive legal perspective, legal protection for landowners must be positioned as part of efforts to achieve social justice. The law must not merely prioritize formal certainty but must also take into account the actual conditions of communities in vulnerable positions. Research findings indicate that an overly formal legal approach often fails to address land pawn issues within indigenous communities. Therefore, a more responsive and context-sensitive legal approach is needed to address the social conditions of agrarian communities. Such an approach is essential to ensure that the law can truly provide protection for vulnerable groups.

The regulations governing agricultural land mortgages need to be reformulated to align with societal developments. Current regulations are not yet fully capable of addressing the various issues arising from modern land mortgage practices. More detailed provisions are needed regarding the rights and obligations of the parties, the duration of land control, and dispute resolution mechanisms. Additionally, an administrative oversight system involving village governments and land agencies must be established. This reformulation aims to create legal certainty and prevent the abuse of rights in agricultural land mortgage practices.

Ideal legal protection must be oriented toward a balanced legal relationship between the mortgagor and the mortgagee. In current practice, the mortgagee tends to hold a stronger position due to their control over economic capital. Conversely, landowners are in a vulnerable position due to economic pressures. Therefore, the state must intervene through regulations that provide greater protection to landowners as a vulnerable group. Such protection can be achieved by limiting the control over mortgaged land and strengthening the landowners' right of redemption. Thus, the legal relationship in land mortgages can operate in a fairer and more proportional manner.

This study also compares its findings with previous research on agricultural land mortgages. Previous studies generally focused on the role of customary law in land mortgage practices. Meanwhile, this study places greater emphasis on the construction of legal protections for landowners from the perspective of modern agrarian law. This approach offers a new perspective on the importance of integrating customary law and national law in the regulation of agricultural land mortgages. Consequently, this study contributes novel insights to the development of legal protection concepts in the agrarian sector. The findings also reinforce the argument that land law reform must prioritize the interests of small-scale communities.

Based on the research findings, it is clear that the issue of agricultural land mortgages cannot be resolved through a legal approach alone. The issue is also linked to the economic, social, and cultural aspects of rural communities. Therefore, legal protection efforts must be undertaken in a multidimensional manner, involving various stakeholders. The government, village officials, land agencies, and the community must collaborate to create a fair land system.

This collaborative approach is crucial to prevent the exploitation of landowners in agricultural land pawn practices. Thus, legal protection can be realized more comprehensively.

The presence of formal financial institutions can serve as a solution to reduce agricultural land pawn practices that harm the community. If the community has access to low-interest loans, economic needs do not have to be met through land pawn. However, rural communities' access to formal financial institutions remains relatively limited. This situation causes the community to remain dependent on traditional land pawn mechanisms. Therefore, improving farmers' access to financing is a crucial component of efforts to protect the community's land rights. Economic and legal policies must work synergistically to address this issue.

The legal uncertainty surrounding agricultural land pledges often leads to intergenerational conflicts. In some cases, pledged land is inherited by the heirs of the pledgee without a clear resolution with the heirs of the landowner. Consequently, land disputes persist for an extremely long time and are difficult to resolve. This situation highlights the lack of legal certainty in agricultural land mortgage practices. Therefore, regulations are needed to establish clear boundaries regarding the continuity of intergenerational land mortgage relationships. Legal certainty is a key factor in preventing social conflicts within the community.

The success of legal protection is greatly influenced by the public's legal awareness. Communities that understand their rights and obligations are more likely to be able to defend their land rights. Conversely, a lack of legal understanding leaves communities vulnerable to losses in land mortgage legal relationships. Therefore, legal education and outreach must be continuously improved. The government needs to involve village officials, academics, and community organizations in providing legal education to rural communities. This step is essential for fostering a stronger legal culture within agrarian communities.

In this research analysis, the ideal framework for legal protection must be based on the principle of social justice as mandated by the 1945 Constitution of the Republic of Indonesia. The state must ensure that legal land relations do not give rise to exploitative practices against marginalized communities. Legal protection for landowners must be positioned as part of efforts to ensure equitable land ownership and utilization. Thus, agrarian law serves not only as an administrative instrument but also as a means to achieve public welfare. This approach aligns with the objective of enacting the UUPA as the foundation for national agrarian law reform.

Establishing a land mortgage registration system at the village level can serve as a preventive solution to land disputes. Through this system, every land mortgage transaction can be tracked and monitored by the village government. Administrative registration can also provide certainty regarding the duration and rights of the parties involved in land mortgage relationships. Furthermore, the availability of administrative data facilitates dispute resolution in the event of rights violations. Thus, strengthening village administration is a crucial component in establishing legal protection for landowners. This system can also support the orderly administration of land affairs at the national level.

Legal protection for landowners requires an update to agrarian legal policies that are more responsive. Current regulations need to be adapted to the social and economic developments of society. Furthermore, harmonization between customary law and national law must be achieved to create more effective legal certainty. Legal reform must also prioritize the protection of vulnerable communities who depend on land as a source of livelihood. Thus, agrarian legal reform is not merely normative but also oriented toward social justice for the community.

Based on the findings of this study, it can be concluded that the practice of

agricultural land pawnbroking still faces various legal issues that have the potential to harm landowners. Weak legal protection is caused by economic, social, cultural, and land administration factors that are not yet optimal. Therefore, a legal protection framework is needed that can integrate legal certainty, justice, and public benefit in a balanced manner. The state must be present through regulation, oversight, and community empowerment to prevent exploitation in agricultural land pawn relationships. With a strong legal protection framework, landowners' rights can be more effectively protected within Indonesia's agrarian legal system.

5. CONCLUSION

Based on the research findings and discussion, it can be concluded that the legal protection framework for landowners in agricultural land pawn transactions in Indonesia has not functioned optimally due to the weak implementation of agrarian law, low public legal awareness, the dominance of informal customary law practices, and limitations in land administration. Agricultural land pawnbroking is generally conducted based on verbal agreements without clear documentation, leading to legal uncertainty and creating opportunities for prolonged land control by the pawnbroker. Although normative provisions for the protection of landowners are stipulated in the Basic Agrarian Law and Law No. 56 Prp of 1960, their implementation in society has not yet been fully capable of providing justice and legal certainty for landowners in economically vulnerable positions. Therefore, an integrated legal protection framework is needed through the harmonization of national law and customary law, the strengthening of land administration, enhanced oversight by village governments, and the provision of access to legal aid and legal education for the community to establish fair, balanced, and rights-protective legal relationships regarding agricultural land mortgages that prioritize the protection of agrarian communities' rights.

The recommendations from this study include the need for regulatory updates regarding agricultural land mortgages that are more responsive to societal developments, particularly by clearly defining the duration of the mortgage, registration mechanisms, redemption rights, and dispute resolution. The government also needs to enhance legal education programs and accelerate land registration to strengthen legal certainty regarding the community's land rights. Additionally, village governments should be granted administrative authority to record and oversee agricultural land mortgage transactions to prevent the abuse of rights and land conflicts within the community.

REFERENCES

[1] A. M. Umami, F. H. Alqindy, "Regulation of Customary Law Communities' Ulayat Rights in Indonesia," *JIHAD: Jurnal Ilmu Hukum dan Administrasi*, vol. 7, no. 1, pp. 90–105, 2025. https://doi.org/10.58258/jihad.v7i1.8467

[2] E. Indriasari, T. V. Widyastuti, "The Legal Protection for the Recognition of Customary Right in Agrarian Regulations," *International Journal of Law Reconstruction*, vol. 8, no. 1, 2024. https://doi.org/10.26532/ijlr.v8i1.33826

[3] C. R. Amini, A. Yestati, I. Januardy, "The Juridical Review of Oral Land Sale and Purchase Agreements in the Community According to Customary Law in Central Kalimantan," *Journal of Law, Politic and Humanities*, vol. 5, no. 5, pp. 4172–4180, 2025. https://doi.org/10.38035/jlph.v5i5.2033

[4] P. P. Aji, R. Candrakirana, A. S. Nagara, "Kedudukan Perjanjian Jual Beli Tanah Di Bawah Tangan Dalam Sengketa Boedel Pailit," *Jurnal USM Law Review*, vol. 8, no. 3, pp. 2878–2900, 2025. https://doi.org/10.26623/julr.v8i3.13069

[5] D. Pratama, Y. Yetniwati, D. Y. Pebrianto, "Perlindungan Hukum Terhadap Pembeli dalam Jual Beli Tanah di Bawah Tangan di Kecamatan Gunung Raya Kabupaten Kerinci," *Jurnal Ilmu Hukum, Humaniora dan Politik*, vol. 6, no. 1, pp. 954–959, 2025. https://doi.org/10.38035/jihhp.v6i1.6542

[6] A. Aziz, T. Taun, "Perlindungan Hukum Terhadap Hak Tersangka Dalam Kitab Undang Undang Hukum Acara Pidana," *Jurnal Justitia: Jurnal Ilmu Hukum dan Humaniora*, vol. 7, no. 1, pp. 90–101, 2024. https://doi.org/10.31604/justitia.v7i1.90-101

[7] M. Mustaqim, M. M. Wijaya, M. S. Fitria, "Regulation of State Ownership Rights Over Land in the National Agrarian Legal System," *Pena Justisia: Media Komunikasi dan Kajian Hukum*, vol. 24, no. 1, pp. 6829–6847, 2025.

https://doi.org/10.31941/pj.v24i2.6595
[8] M. I. Fikriyannoor, "Perlindungan Hukum Pemilik Tanah Sebenarnya Yang Tanahnya Dijadikan Jaminan Oleh Pihak Ketiga," *Jurnal Hukum dan HAM Wara Sains*, vol. 4, no. 03, pp. 536–547, 2025. https://doi.org/10.58812/jhhws.v4i03.2780
[9] A. A. Putra, R. Subekti, P. S. Raharjo, "Analisis Implementasi Gadai Tanah Pertanian Menurut Undang-Undang Nomor 56 Prp Tahun 1960 (Studi di Kabupaten Ponorogo)," *Jurnal Komunikasi Hukum (JKH)*, vol. 8, no. 2, pp. 243–250, 2022. https://doi.org/10.23887/jkh.v8i2.49735
[10] M. T. Pulungan, M. Muazzul, "Tinjauan Hukum tentang Peralihan Hak Atas Tanah melalui Perjanjian Gadai di Bawah Tangan," *Jurnal Ilmiah Penegakan Hukum*, vol. 4, no. 2, pp. 60–71, 2017. https://doi.org/10.31289/jiph.v4i2.1959
[11] F. Y. Surya, "Analysis of Law Number 56 PRP 1960 on the Pledging of Ancestral Land in Nagari Koto Gadang Solok Regency," *ADHAPER: Jurnal Hukum Acara Perdata*, vol. 11, no. 01, pp. 1–15, 2025. https://doi.org/10.36913/adhaper.v11i01.3
[12] L. K. Wijaya, N. N. Rahma, T. A. Ghifari, "The Dialectic of Agrarian Justice: A Jurisprudential Analysis of Unlawful Acts in Land Disputes from the District Court to Judicial Review," *SIGn Jurnal Hukum*, vol. 7, no. 2, pp. 727–748, 2025. https://doi.org/10.37276/sjh.v7i2.516
[13] G. A. Fauzi, N. F. H. M. Habib, "Perlindungan Hukum bagi Pemilik Tanah Adat Perseorangan yang Objek Tanahnya telah Terdaftar atas Nama Orang Lain," *Jurnal Riset Ilmu Hukum*, vol. 4, no. 1, pp. 45–52, 2024. https://doi.org/10.29313/jrih.v4i1.4527
[14] S. K. Seke, I. T. Katoda, M. G. M. Maran, B. P. Lay, "Dualitas Hukum dalam Pelaksanaan Gadai Tanah: Studi Perbandingan Hukum Adat Eluloda dan UUPA di Sumba Barat," *Al-Zayn: Jurnal Ilmu Sosial & Hukum*, vol. 3, no. 3, pp. 1864–1870, 2025. https://doi.org/10.61104/alz.v3i3.1453
[15] T. Tandori, V. H. Supriyanto, "Kontradiksi Hak Komunal dan Hak Ulayat dalam Hukum Pertanahan Indonesia: Tinjauan Yurisprudensi dan Regulasi Indonesia," *Tunas Agraria*, vol. 8, no. 3, pp. 380–400, 2025. https://doi.org/10.31292/jta.v8i3.483
[16] J. K. Matuankotta, M. A. Lakburlawal, P. Radjawane, "Penyuluhan Hukum Tentang Dampak Perjanjian Gadai Tanah Terhadap Tingkat Ekonomi Masyarakat Hukum Adat Negeri Piliana Kabupaten Maluku Tengah," *AIWADTHU: Jurnal Pengabdian Hukum*, vol. 3, no. 2, pp. 70–78, 2023. https://doi.org/10.47268/aiwadthu.v3i2.1773
[17] I. Gobel, M. C. Thalib, N. Achir, "Legal Protection Guarantee Agricultural Land Pawn System," *Estudiante Law Journal*, vol. 3, no. 1, pp. 101–112, 2021. https://doi.org/10.33756/eslaj.v0i0.15065
[18] S. K. Ritonga, "Pawn Agricultural Land (Boroh) as Debt Guarantee in the Legal Perspective of Mu'amalah Fiqh in Sibio-bio Village, East Angkola District, South Tapanuli," *Jurnal Mahkamah: Kajian Ilmu Hukum dan Hukum Islam*, vol. 8, no. 1, pp. 31–44, 2023. https://doi.org/10.25217/jm.v8i1.2712
[19] H. Herlina, A. F. Maulana, "Analisa Hukum Pertanahan Mengenai Sengketa Tanah Bank," *Jurnal Hukum Bisnis*, vol. 13, no. 01, pp. 1–8, 2024. https://doi.org/10.47709/jhb.v13i01.3511
[20] N. A. Z. El Rakhim, S. M. Badriyah, "Analisis Penerapan Asas Inbezitstelling dalam Gadai Tanah di PT. Pegadaian," *Journal of Education Research*, vol. 6, no. 2, pp. 407–414, 2025. https://doi.org/10.37985/jer.v6i2.2335
[21] S. Widihastuti, M. Choirunnisa, "Land pawning practice in Semoyo Village, Patuk Sub-District, Gunungkidul Regency," *Jurnal Civics: Media Kajian Kewarganegaraan*, vol. 20, no. 1, pp. 114–123, 2023. https://doi.org/10.21831/jc.v20i1.59594
[22] M. M. Simbolon, "Harmonisasi Hukum Adat dan Hukum Positif di Indonesia," *Jurnal Hukum Lex Generalis*, vol. 6, no. 3, 2025. https://doi.org/10.56370/jhlg.v6i3.755
[23] Y. I. Mahendra, H. P. Susantyo, "Mekanisme Penyelesaian Sengketa Tanah terhadap Hak Milik Perorangan menurut Peraturan Menteri ATR/BPN No 21 Tahun 2020 tentang Penanganan dan Penyelesaian Kasus Pertanahan," *AHKAM*, vol. 4, no. 3, pp. 1057–1068, 2025. https://doi.org/10.58578/ahkam.v4i3.7110
[24] A. Muthalib, P. Pagar, A. M. Harahap, "The Implementation of the Basic Agrarian Law in Fulfilling the Principle of Justice from the Islamic Legal Perspective," *Pena Justisia: Media Komunikasi dan Kajian Hukum*, vol. 23, no. 1, pp. 2032–2044, 2024. https://doi.org/10.31941/pj.v23i3.5039
[25] F. T. Taolin, D. A. Mujiburohman, K. Widarbo, "Kesadaran Hukum Masyarakat dalam Pendaftaran Peralihan Hak Atas Tanah," *Tunas Agraria*, vol. 7, no. 1, pp. 68–85, 2024. https://doi.org/10.31292/jta.v7i1.277